

## **AGREEMENT FOR AND CONSENT TO CO-LOCATION AND COMPATIBLE USE PIPELINE EASEMENT**

THIS AGREEMENT FOR CO-LOCATION AND COMPATIBLE USE OF PIPELINE EASEMENT ("2017 Agreement") FIRST AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is entered into between the Monterey County Water Resources Agency, a California flood control, water conservation, and water resources agency (Agency"), and the Monterey Regional Waste Management District, a California Garbage and Refuse Disposal District ("District"). The Agency and District are sometimes referred to herein individually as "party" and collectively as "parties."

### **Recitals**

A. By agreement entitled "AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY," ("2008 Agreement"), consisting, with attachments, of 45 pages, executed on March 26, 2008, and recorded in the Office of the Monterey County Recorder on May 23, 2008, as Document [no.] 2008033081, Agency agreed to purchase from District certain interests in real property, including a permanent underground pipeline easement ("Pipeline Easement") set out in an attachment at Exhibit C-1 through C-3 to the Agreement, entitled "Easement Deed." The 2008 Agreement is attached as Exhibit A. The Easement Deed, in the form set out in the referenced attachment, was executed by Grantor District on March 13, 2008, accepted by Grantee Agency on March 17, 2008, and recorded in the Office of the Monterey County Recorder on May 23, 2008 as Document 2008033083. The Easement Deed, as recorded, is attached as Exhibit B. The Pipeline Easement is a 20 feet wide, 2.29 acre permanent easement currently occupied by Agency's Salinas River Diversion Facility Pipeline, constructed by Agency to serve its Castroville Seawater Intrusion Project.

B. The Monterey Regional Water Pollution Control Agency ("the PCA") is involved in a number of water reclamation projects, one being the Blanco Drain Diversion ("BDD") Facility, comprised in part of facilities for pipeline conveyance of water from Blanco Drain to PCA's Regional Treatment Plant. PCA, having concluded that the most economical and convenient routing for the BDD pipeline includes a section of District property subject of the Agency's pipeline easement,

has requested Agency and District to agree to allow PCA to share use, by means of a grant of easement from District to PCA, of certain dimensions of Agency's pipeline easement for installation and construction of a portion of the sixteen inch pipeline for BDD water.

C. Agency and District desire to accommodate PCA's request. In order to do so, District wishes to grant a Co-Location and Compatible Use Pipeline Easement as set forth below.

Now, therefore, in consideration of the foregoing and the mutual covenants, agreements, and warranties contained in this 2017 Agreement, the parties hereto agree as follows:

## **1. INCORPORATION OF RECITALS**

1.01 The Recitals set forth above are hereby incorporated into this 2017 Agreement.

## **2. CONSENT TO GRANT EASEMENT TO PCA**

2.01 The Easement Deed granted by District and accepted by Agency, referenced in Recital A, above, provides in full at subsection (a) of Section V thereof:

"Grantor reserves the right to use the easement areas and the right of way for any and all purposes which will not interfere with Agency's full enjoyment of the rights hereby granted; provided that Grantor not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement, or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than (20') of ground cover over pipeline, or construct any fences that will interfere with the maintenance and operation of said facilities."

2.02 The parties hereto agree that District may grant PCA an easement to co-locate pipeline within the Pipeline Easement described in Recital B, above.

Agency hereby consents to District's grant of the co-location easement. Agency and District agree that no party shall assert that PCA's co-location of a pipeline shall constitute a violation of either the Agency's or District's right in the easement area described in the 2008 Agreement, so long as all conditions, limitations, and restrictions of the 2008 Agreement and this 2017 Agreement are observed.

2.03 The Agency shall be reserved the right to make non-disruptive use of the co-location easement area. This right includes the ability to repair and replace the Agency's CSIP Pipeline and other appurtenances.

2.04 Attached hereto as Exhibit C is a form of Co-Location Agreement easement negotiated between PCA and District. Agency hereby consents to and approves this form of Co-Location Agreement, and consents to the grant of the co-location easement by district in the form set out in Exhibit C, and to acceptance of the grant of easement by PCA, subject to terms and conditions set out herein.

### **3. COMPENSATION**

3.01 By written agreement, District shall require PCA to compensate Agency and District for all expenses, if any, incurred by Agency and District attributable to construction activities required for placement of the PCA pipeline pursuant to the grant of easement co-location subject of this 2017 Agreement. District shall require PCA to provide Agency and District proof of insurance covering Agency and District as an insured for any such expenses.

3.02 District shall compensate the Agency directly for the prorated value of the area in the Pipeline Easement upon which the PCA pipeline is to be placed, based on the original easement cost adjusted for inflation or the current fair market value of the area, whichever is less.

### **4. ENVIRONMENTAL MITIGATION MEASURES**

4.01 PCA shall implement and maintain those mitigation measures relating to the placement and alignment of its pipelines, as identified in

Environmental Impact Report SCH 2013051094, certified on October 8, 2015, by the PCA.

## **5. CONSTRUCTION AND MAINTENANCE**

5.01 Pipeline installed by PCA shall be installed and maintained (including separation by distance from any Agency pipelines, if appropriate) according to the contents flowing through the PCA and Agency pipelines.

5.02 In exercising any right granted by the PCA co-location easement, temporary construction easement, or right of entry or access, PCA shall not adversely affect operations or activities by the Agency or District, or by any person with legal right to possession or access to the property.

5.03 PCA will share equally with the Agency the costs to maintain and repair the main access road to the SRDF.

## **6. DEFENSE AND INDEMNITY OF AGENCY**

6.01 PCA shall defend and indemnify the Agency and District against any and all claims resulting from the grant of the co-location easement, and any activities relating to the PCA easement. The form of defense and indemnity shall be the Agency's standard indemnity clause.

6.02 PCA shall obtain and continuously maintain insurance (or permissible self-insurance) approved by the Agency's ex officio Risk Management Division, naming the District, Agency, and County of Monterey as additional insureds.

## **7. AMENDMENTS AND MODIFICATIONS**

7.01 No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

## **8. NON-DISCRIMINATION**

8.01 Throughout the performance of this Agreement, the PCA will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, sexual preference, or any other status protected under federal, state or local law either in employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. PCA shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

## **9. GOVERNING LAWS.**

9.01 This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

## **10. COMPLIANCE WITH APPLICABLE LAW.**

10.01 The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

## **11. CONSTRUCTION OF AGREEMENT**

11.01 The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

## **12. WAIVER**

12.01 Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

### **13. SUCCESSORS AND ASSIGNS**

13.01 This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

### **14. CONTRACTOR**

14.01 The obligations imposed by this Agreement, to the extent they apply to PCA, include PCA's officers, agents, employees, and contractors acting on behalf of PCA in the performance of this Agreement.

### **15. INTERPRETATION OF CONFLICTING PROVISIONS**

15.01 In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

### **16. TIME IS OF THE ESSENCE**

16.01 The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

### **17. NOTICES**

Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on

the third day after deposit with the U.S. Postal Service. Each party shall give the other party prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To DISTRICT

To AGENCY

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

E-Mail:

E-Mail:

## 18. EXHIBITS

The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B -

Exhibit C -

## 19. ENTIRE AGREEMENT

19.01 As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**MONTEREY REGIONAL WASTE  
MANAGEMENT DISTRICT, A CALIFORNIA  
GARBAGE AND REFUSE DISPOSAL  
DISTRICT**

By: \_\_\_\_\_  
General Manager Date

By: \_\_\_\_\_  
Date

**Approved as to Form and Legality:  
Office of the County Counsel**

**Approved as to Form and Legality:**

By: \_\_\_\_\_  
Deputy County Counsel      Date

\_\_\_\_\_  
Date

**Approved as to Fiscal Provisions:**

By: \_\_\_\_\_  
Auditor-Controller      Date

**Approved as to Indemnity, Insurance Provisions:**

By: \_\_\_\_\_  
Risk Management      Date

Rev6 1-17-17



**LEGAL DESCRIPTION  
OF A PERMANENT PIPELINE EASEMENT  
(PORTION OF EXISTING MCWRA EASEMENT)**

That portion of Rancho Las Salinas and the unpatented lands lying northeasterly thereof in the County of Monterey, State of California, being a portion of Parcel "C" as said parcel is shown on map recorded in Volume 19 of Surveys at Page 103, official records of said county, described as follows:

Commencing at a point on the southeasterly line of said Parcel "C" that bears South 44°29'16" West, 514.88 feet along said southeasterly line from a ¾ inch iron pipe at the most southerly corner of the "Salinas River Diversion Facility Parcel" as said parcel is shown on the map recorded in Volume 29 of Surveys at Page 47, official records of said county; thence leaving said line on a course perpendicular thereto North 45°30'44" West, 16.87 to the **TRUE POINT OF BEGINNING**; thence

- 1) North 54°07'48" West, 20.00 feet; thence
- 2) South 35°52'12" West, 101.04 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 3) Southwesterly 76.15 feet along said curve , through a central angle of 08°54'16"; thence
- 4) South 44°46'28" West, 796.07 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 5) Southwesterly 82.09 feet along said curve , through a central angle of 09°35'55" to the beginning of a reverse curve, concave southeast, having a radius of 510.00 feet; thence
- 6) Southwesterly, 178.28 feet along said curve, through a central angle of 20°01'43" to the beginning of a reverse curve, concave northwest, having a radius of 490.00 feet; thence
- 7) Southwesterly, 80.00 feet along said curve, through a central angle of 09°21'17"; thence
- 8) South 43°41'57" West, 287.38 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 9) Southwesterly 79.12 feet along said curve , through a central angle of 09°15'06"; thence
- 10) South 52°57'03" West, 91.94 feet to the beginning of a curve, concave southeast, having a radius of 510.00 feet; thence
- 11) Southwesterly 62.92 feet along said curve , through a central angle of 07°04'08"; thence
- 12) South 45°52'55" West, 299.72 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 13) Southwesterly 62.78 feet along said curve , through a central angle of 07°20'27"; thence
- 14) South 53°13'22" West, 116.68 feet; thence
- 15) North 81°46'38" West, 1,426.95 feet to the beginning of a curve, concave south, having a radius of 510.00 feet; thence
- 16) Westerly 79.09 feet along said curve , through a central angle of 08°53'06" to the beginning of a reverse curve, concave north, having a radius of 490.00 feet; thence

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- 17) Westerly, 75.99 feet along said curve, through a central angle of 08°53'06"; thence
- 18) North 81°46'38" West, 541.39 feet to the easterly line of that certain 101.908 (adjusted area) parcel of land labeled as "APN. 175-011-39" on the map recorded in Volume 17 of Surveys, Page 15, official records of said county ; thence along said easterly line
- 19) South 18°35'21" West, 20.33 feet to a point on said easterly line that bears North 18°35'21" East, 22.52 feet along said line from the most southerly corner of said parcel; thence leaving said easterly line
- 20) South 81°46'38" East, 545.05 feet to the beginning of a curve, concave north, having a radius of 510.00 feet; thence
- 21) Easterly 79.09 feet along said curve , through a central angle of 08°53'06" to the beginning of a reverse curve, concave south, having a radius of 490.00 feet; thence
- 22) Easterly, 75.99 feet along said curve, through a central angle of 08°53'06"; thence
- 23) South 81°46'38" East, 1,364.93 feet; thence
- 24) South 08°13'22" West, 8.77 feet to the beginning of a non-tangent curve, concave south, having a radius of 1,210.00 feet, and to which beginning a radial bears North 15°06'40" East; thence
- 25) Easterly, 87.22 feet along said curve, through a central angle of 04°07'49"; thence
- 26) North 53°13'22" East, 31.60 feet; thence
- 27) North 08°13'24" East, 38.18 feet; thence
- 28) North 53°13'22" East, 70.96 feet to the beginning of a curve, concave northwest, having a radius of 510.00 feet; thence
- 29) Northeasterly 65.34 feet along said curve , through a central angle of 07°20'27"; thence
- 30) North 45°52'55" East, 299.72 feet to the beginning of a curve, concave southeast, having a radius of 490.00 feet; thence
- 31) Northeasterly 60.45 feet along said curve , through a central angle of 07°04'08"; thence
- 32) North 52°57'03" East, 91.94 feet to the beginning of a curve, concave northwest, having a radius of 510.00 feet; thence
- 33) Northeasterly 5.37 feet along said curve , through a central angle of 00°36'11" to a point on the southeasterly line of said Parcel C; thence along said southeasterly line
- 34) North 44°29'16" East (North 44°28'55" East Record), 386.26 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 510.00 feet, and to which beginning a radial bears South 48°47'26" East; thence leaving said southeasterly line
- 35) Northeasterly, 61.11 feet along said curve, through a central angle of 06°51'54" to the beginning of a reverse curve, concave southeast, having a radius of 490.00 feet; thence
- 36) Northeasterly, 171.29 feet along said curve, through a central angle of 20°01'43" to the beginning of a reverse curve, concave northwest, having a radius of 510.00 feet; thence
- 37) Northeasterly, 80.84 feet along said curve, through a central angle of 09°04'57" south to a point on said southeasterly line of said Parcel C; thence along said southeasterly line

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38) North 44°29'16" East (North 44°28'55" East Record), 867.19 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 510.00 feet, and to which beginning a radial bears South 52°43'11" East; thence leaving said southeasterly line

39) Northeasterly, 12.55 feet along said curve, through a central angle of 01°24'37"; thence

40) North 35°52'12" East, 101.04 feet to the **POINT OF BEGINNING**.

Containing 2.030 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

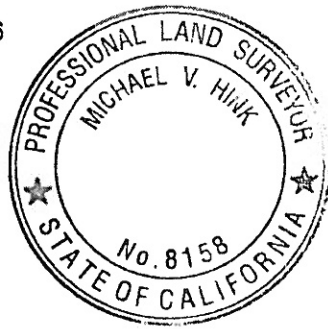
Bearings listed herein are grid bearings per the California Coordinate System, NAD83 Zone IV (1991.31 epoch). Distances listed herein are grid distances. Ground distances can be obtained by applying the average combined scale factor of 0.999945.

Dated: December 13, 2016

Bestor Engineers, Inc.



Michael V. Hink  
California PLS #8158



SEE SHEET 2

RANCHO LAS SALINAS

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SCALE: 1" = 200'

# MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

PORTION OF EXISTING  
MCWRA PERMANENT  
PIPELINE EASEMENT  
(WIDTH VARIES)

PARCEL A  
VOL. 7 SUR. PG. 102

UNPATENTED LAND NOT INCLUDED  
IN EITHER RANCHO

SALINAS RIVER  
DIVERSION FACILITY  
PARCEL  
VOL. 29 SUR PG. 47

SALINAS RIVER

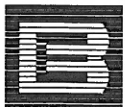
POINT OF BEGINNING  
N 45°30'44" W  
16.87' (TIE)

S 44°28'55" W  
514.88'  
(RECORD)

RANCHO

BOLSA POTRERO

MONTECITO



**BESTOR ENGINEERS, INC.**  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940  
831.373.2941 831.849.4118F WWW.BESTOR.COM

PREPARED FOR: MRWPCA

**PLAT TO ACCOMPANY DESCRIPTION  
OF A PERMANENT PIPELINE EASEMENT  
(PORTION OF EXISTING MCWRA EASEMENT)**

COUNTY OF MONTEREY

CALIFORNIA

SCALE:	1" = 200'
DATE:	11/29/16
SHEET:	1 OF 4
WO:	7080 00

SEE SHEET 3



SCALE: 1" = 200'

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

S. 15°06'40" W  
(RADIAL)

PARCEL A  
VOL. 7 SUR. PG. 102

EXISTING 20' WIDE  
MCWRA PERMANENT  
PIPELINE EASEMENT

PORTION OF EXISTING  
MCWD PERMANENT  
PIPELINE EASEMENT  
(WIDTH VARIES)

N. 48°47'26" W  
(RADIAL)

SAN JOSE LAS SALINAS

SEE SHEET 1

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**BESTOR ENGINEERS, INC.**  
CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
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COUNTY OF MONTEREY

CALIFORNIA

SCALE:	1" = 200'
DATE:	11/29/16
SHEET:	2 OF 4
WC:	7080.00



SCALE: 1" = 200'

S 18°35'21" W  
22.52 (TIE)

MONTEREY REGIONAL WATER  
POLLUTION CONTROL AGENCY  
VOL. 17 SUR. PG. 15

PARCEL A  
VOL. 7 SUR. PG. 102

RANCHO LAS SALINAS



EXISTING 20' WIDE  
MCWRA PERMANENT  
PIPELINE EASEMENT

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

SEE SHEET 2



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COUNTY OF MONTEREY

CALIFORNIA

SCALE:	1"= 200'
DATE:	11/29/16
SHEET:	3 OF 4
WO:	7080.00

COURSE TABLE:

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 54°7'48" W		20.00'	
2	S 35°52'12" W		101.04	
3	$\Delta=8^{\circ}54'16''$	490.00'	76.15'	38.15'
4	S 44°46'28" W		796.07	
5	$\Delta=9^{\circ}35'55''$	490.00'	82.09'	41.14'
6	$\Delta=20^{\circ}01'43''$	510.00'	178.28'	90.06'
7	$\Delta=9^{\circ}21'17''$	490.00'	80.00'	40.09'
8	S 43°41'57" W		287.38	
9	$\Delta=9^{\circ}15'06''$	490.00'	79.12'	39.65'
10	S 52°57'3" W		91.94	
11	$\Delta=7^{\circ}04'08''$	510.00'	62.92'	31.50'
12	S 45°52'55" W		299.72	
13	$\Delta=7^{\circ}20'27''$	490.00'	62.78'	31.43'
14	S 53°13'22" W		116.68	
15	N 81°46'38" W		1426.95	
16	$\Delta=8^{\circ}53'06''$	510.00'	79.09'	39.62'
17	$\Delta=8^{\circ}53'06''$	490.00'	75.99'	38.07'
18	N 81°46'38" W		541.39'	
19	S 18°35'21" W		20.33	
20	S 81°46'38" E		545.05'	
21	$\Delta=8^{\circ}53'06''$	510.00'	79.09'	39.62'
22	$\Delta=8^{\circ}53'06''$	490.00'	75.99'	38.07'
23	S 81°46'38" E		1364.93	
24	N 8°13'22" E		8.77	
25	$\Delta=4^{\circ}07'49''$	1210.00'	87.22'	43.63'
26	N 53°13'22" E		31.60	
27	N 8°13'24" E		38.18	
28	N 53°13'22" E		70.96	
29	$\Delta=7^{\circ}20'27''$	510.00'	65.34'	32.72'
30	N 45°52'55" E		299.72	
31	$\Delta=7^{\circ}04'08''$	490.00'	60.45'	30.27'
32	N 52°57'3" E		91.94	
33	$\Delta=0^{\circ}36'11''$	510.00'	5.37'	2.68'
34	N 44°29'16" E		386.26	
35	$\Delta=6^{\circ}51'54''$	510.00'	61.11'	30.59'
36	$\Delta=20^{\circ}01'43''$	490.00'	171.29'	86.53'
37	$\Delta=9^{\circ}04'57''$	510.00'	80.84'	40.51'
38	N 44°29'16" E		867.19	
39	$\Delta=1^{\circ}24'37''$	510.00'	12.55'	6.28'
40	N 35°52'12" E		101.04	

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SHEET:  
4 OF 4

WD: 7080.00